

September 8, 2006

**ATTENTION INTERESTED PROPONENTS:**

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (“**DOP**”), a proposal for FC-6006007926, Telecommunications Audit.

The City of Atlanta (the “**City**”) is soliciting proposals from qualified proponents with experience in the audit and analysis of telecommunication systems.

Your proposal should be responsive to the following:

- Instructions to Proponents
- General Conditions
- Scope of Services
- Appendix A- Office of Contract Compliance Requirements
- Appendix B- Insurance/Bonding Requirements
- Appendix C- Contractor’s Disclosure Form and Questionnaire

Proposals will be evaluated initially on a review of the written document. Further evaluation may include an oral interview/presentation with the most qualified proponent. The City may negotiate with the most responsive and responsible proponent for the described services.

A **Pre-proposal Conference** will be held Tuesday, September 12, 2006, at 10:00 a.m., **in** the DOP’s Conference Room in Suite 1900. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Information Technology, and the Offices of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-proposal Conference.

Your response to this request for proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia 30303, **no later than 1:59 p.m., Wednesday, October 4,, 2006.**

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.\*\***

This project is an eligible bidder project as defined in §2-1443 of the Atlanta City Code of Ordinances, and no proposal shall be accepted unless the proposal is submitted by an eligible bidder as approved by the Office of Contract Compliance.

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Proponents' names will be publicly read at 2:00 p. m. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

The proposal document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$25.00 per package. The document may be downloaded at no charge at: [www.atlantaga.gov/business/rfp\\_generalfund.aspx](http://www.atlantaga.gov/business/rfp_generalfund.aspx). Click on Project # "FC-6006007926."

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

**PART I**

**INSTRUCTIONS TO  
PROPONENTS**

**REQUEST FOR PROPOSALS  
FOR  
FC-6006007926, TELECOMMUNICATIONS AUDIT**

**PART I  
INSTRUCTIONS TO PROPONENTS**

- 1.1 DESCRIPTION AND OBJECTIVES.** The City of Atlanta (the “City”) is soliciting Proposals from qualified Proponents with experience in the audit and analysis of telecommunications systems.
- 1.2 PROCUREMENT PROCESS.** The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met, by the Proponents or their Proposal will be disqualified as being non-responsive. Proponents whose Proposals are not responsive will be promptly notified that they are no longer being considered.
- 1.3 PROPOSAL DEADLINES.** Proposals for this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S. W., City Hall South, Suite 1790, Atlanta, Georgia 30303-0307, **no later than 1: 59p.m., Wednesday, October 4, 2006.** The Proposals will not be opened at that time and only the names of the Proponents will be read aloud. Any Proposals received after the deadline will be rejected. Proposals must be responsive to all aspects of the RFP.

A Pre-proposal Conference will be held on Tuesday, September 12, 2006 , at x p.m. City Council Chambers, 55 Trinity Avenue, S. W., Atlanta, Georgia 30303.

- 1.4 SELECTION PROCESS.** Each Proponent should structure its team and allocate responsibilities for each firm on the project so that it will be efficient, cost effective, and responsive to all the requirements of the RFP. The City will evaluate the written Proposals and will determine which Proponents are best qualified to perform the Services based on the evaluation criteria described in Part III of this RFP. A thorough investigation will be made into each Proponent’s qualifications and past performance on similar projects. A short list consisting of a minimum of three (3) Proponents may be established from the evaluations. The short-listed Proponents will be selected based on the highest ratings as determined by the City’s Evaluation Committee for the most responsible and responsive Proposals. Oral interviews/presentations may be conducted with the short-listed Proponents. The purpose of the interview/presentation is to provide the City with an opportunity to seek additional information and to confirm information received.
- 1.5 CONFIDENTIALITY OF DOCUMENTS.** Upon receipt of Proposals by the City, each Proposal shall become the property of the City without compensation to the

Proponent for disposition or usage by the City in its discretion. The particulars of the Proposals document shall remain confidential to the extent the law allows. All reports, information, data or other documents given to, prepared by or assembled by Proponent under this Agreement are the exclusive property of the City and will be kept confidential and may not be made available to any individual or organization by the Proponent without prior written approval of the City. This restriction includes, but is not limited, to press releases, presentations, promotional materials and other public disclosures.

**1.6 NEGOTIATIONS.** Upon evaluation of the Proposals, and following oral interviews/presentations, negotiations may be undertaken with the Proponent(s) determined by the City to be the most responsive and responsible of the short-listed Proponents. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Proponents fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Proponent. This process will continue until final agreements, if possible, are realized. The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.

**1.7 FORMAT OF RESPONSES.** To be considered, Proponents must submit a complete response to this RFP. The format provided in this document is not negotiable. Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the Project: **“FC-6006007926, Telecommunications Audit,”** and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. Submittals shall include one (1) stamped original and ten (10) copies. Specific details on the format for the written Proposal can be found in Part III of this RFP. Submit all responses to:

Adam Lorenzo Smith, Esq.

Chief Procurement Officer

Department of Procurement

55 Trinity Avenue, S. W.

City Hall South; Suite 1790

Atlanta, Georgia 30303-0307

- 1.8 CONTACT PERSONS AND INQUIRIES.** Any questions or suggestions regarding this RFP should be submitted in writing to the City's Contact Person: Contracting Officer, Labat Yancey, Department of Procurement, 55 Trinity Avenue, S. W., Suite 1790, Atlanta, Georgia 30303, by fax (404) 658-7705 or e-mail lyancey@atlantaga.gov, not less than seven (7) calendar days before Proposals are due. Inquiries received after the seven (7) day period may not be considered. Responses made by the City will be provided in writing to all Proponents by addendum. No verbal response shall be authoritative.
- 1.9 PROHIBITED CONTACTS.** Other than with the consent of the Contact Person, all Proponents, including any persons affiliated with or in any way related to a Proponent, are strictly prohibited from contacting City employees or Contractors for the City on any matter having to do in any respect with this RFP, other than as provided herein. Any and all contacts with such persons associated with the City shall be made only through and in coordination with the Contact Person and may be required to be in writing, in appropriate circumstances or cases, as directed by the Contact Person. Failure to comply with the provisions of this section may result in disqualification from this and/or future solicitations.
- 1.10 COMPLETION OF WORK.** The selected Proponents will prepare a detailed Scope of Services. City and the selected Proponents will negotiate any modifications and fine-tuning of the Scope of Services prior to finalization and execution of the Agreement. Upon the formal award and execution of Agreement, the tasks set forth in the Scope of Services are to be completed pursuant to the terms and conditions set forth in the Agreement.
- 1.11 INSURANCE.** Insurance requirements are outlined in Appendix B of this document.
- 1.12 HOLD HARMLESS AGREEMENT.** In addition to its agreement to obtain and maintain the insurance as set forth herein above, Proponent shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims against the City, its officers, agents and employees which arise out of any negligent act or omission of the Proponent or any Subcontractor employed by the Proponent or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Proponent or any Subcontractor employed by the Proponent or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. The Proponent further agrees that its agreement to indemnify and hold harmless the City, its officers, agents and employees, shall not be limited to the limits of the liability insurance under this Agreement and the attached Specifications.

**1.13 REPORTING RESPONSIBILITIES.** The successful Proponents will report directly to the Commissioner of the Department of Information Technology, or designated representative of the department requesting the Scope of Services.

**1.14** All proponents who download this document are required to email Mr. Labat Yancey at [lyancey@atlantaga.gov](mailto:lyancey@atlantaga.gov) and inform her that you downloaded this document. This email will be used to add you to the planholder list and notify you of all addenda. The email should include the following:

Company Name;  
Contact Person;  
Telephone Number;  
Facsimile Number; and  
Email Address

**Failure to email this information may deem the Proponent non-responsive**

# **PART II**

## **GENERAL CONDITIONS**



**REQUEST FOR PROPOSALS  
FOR  
FC-6006007926, TELECOMMUNICATIONS AUDIT**

**PART I  
GENERAL CONDITIONS**

**GC-1 AUTHORIZED REPRESENTATIVES**

- 1.1 **City's Representatives: Designees.** City will designate in writing a person(s) to serve as its representative(s) ("**City's Representative**") in all dealings with Contractor under this Agreement, and to carry out the duties specified in this Agreement, or necessarily implied from this Agreement; provided, however, City's Representative(s) will have no authority to relieve Contractor of any of its obligations under this Agreement. Any communication given by City's Representative(s) will have the same effect as though it has been given by City; provided that any failure of City's Representative(s) to disapprove or reject any services shall not prejudice the authority of City to disapprove the services or give instructions for the rectification of defects in the services. The City's initial representative will be the Chief Information Officer, Department of Information Technology. The City's Representative or any of its designee(s) may be changed upon prior written notice delivered to Contractor.
- 1.2 **City's Representative(s) Discretion.** Whenever under this Agreement, City's Representative is required to exercise its discretion by giving a decision, opinion or consent, by expressing satisfaction or approval, or by determining values, it will exercise that discretion reasonably, fairly and impartially within the terms of this Agreement.

**GC-2 CONTRACTORS REPRESENTATIVE(s)**

- 2.1 Contractor must designate in writing a person(s) acceptable to City's Representative to serve as its representative ("**Contractor's Representative**") in all dealings with the City. Contractor's Representative may be changed upon prior written notice delivered to the City's Representative.

### **GC-3 COMMENCEMENT, PROSECUTION AND TERMINATION OF AGREEMENT**

- 3.1 **Commencement.** This Agreement will commence as of the date it is executed by the Mayor of City, attested to by the Municipal Clerk and delivered to Contractor.
- 3.2 **Notice to Proceed.** Contractor must commence the Services described in the work authorization under this Agreement within ten (10) days from the date of the Notice to Proceed (“NTP”).
- 3.3 Term of Agreement is as follows: The initial term of the Agreement shall be for a period of ninety (90) days from commencement of the contract with a maximum of two (2) thirty (30) day renewal options at the City’s sole discretion.

### **GC-4 PROFESSIONAL RESPONSIBILITY**

- 4.1 Contractor represents that it has or will secure at its own expense, all personnel required to perform all work to be completed under this Agreement.
- 4.2 All the services required hereunder shall be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Services by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.
- 4.3 None of the Services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the City.

### **GC-5 CHANGES IN SCOPE OF SERVICES**

- 5.1 The City may, from time to time, request changes in the scope of services to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the City and Contractor, shall be effective and enforceable until and unless a written amendment to this Agreement has been executed by both parties and attached hereto.

### **GC-6 REPORTS AND DOCUMENTATION**

- 6.1 All reports, information, data, or other documents, given to, prepared by or assembled by Contractor under this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without prior

written approval by the Department of Information Technology designated representative. For the duration of this Agreement, all records generated by Contractor in the course of performing services in accordance with this Agreement shall be open to inspection and audit by City, or any person designated by City, during Contractor's regular business hours at Contractor's office where such records are maintained. Upon request of City, Contractor shall provide all records and information under this section in a format mutually agreed upon by the parties. Except as required by law, Contractor agrees to treat City's data in a confidential manner. Contractor shall inform its employees of the confidential nature of such data and shall instruct them not to disclose any such data to any non-contractor affiliated third party whatsoever without Contractor's express approval, except as may be necessary in connection with the delivery of services hereunder or as may be required by law.

#### **GC-7 REPORTING RESPONSIBILITIES**

- 7.1 The **Chief Information Officer** or his designee is responsible for overseeing this project.

#### **GC-8 INDEPENDENT CONTRACTOR/SUB-CONTRACTORS**

- 8.1 Contractor shall perform under an awarded Agreement as an independent entity and not as an agent or employee of the City.
- 8.2 Contractor must secure written authorization from City before awarding any Agreement to any sub-contractor. Contractor shall be responsible for all aspects of performance under the Agreement and must exercise the appropriate degree of control of, and accepts responsibility for, the performance of all of its sub-contractors and suppliers.
- 8.3 If Contractor deems any sub-contractors essential to the execution of the work requested by this Request for Proposals ("**RFP**"), Contractor must: [i] specifically identify those sub-contractors in its response to this RFP by name, address, telephone and facsimile number and individual Agreement; [ii] provide a detailed description of the portion of the work each sub-contractor will perform; and [iii] provide a detailed explanation as to why each particular sub-contractor is essential to this work.
- 8.4 Even if a sub-contractor is approved by City, Contractor will be fully responsible for the performance of that sub-contractor in every respect. In the event of a default or defective performance by any sub-contractor, contractor is obligated to manage the

work, cure any defects and replace that sub-contractor, if necessary, at no additional cost to City.

- 8.5 No contractual relationship between City and any Contractor's sub-contractor is created by an approval of City for use under the Agreement.

#### **GC-9 LICENSES, PERMITS, TAXES**

- 9.1 The price or prices for the services requested in this Agreement include full compensation for all licenses, permits and taxes that the Contractor is or may be required to pay to complete this work. The City is a tax-exempt entity.

# **PART II**

## **SCOPE OF SERVICES**

# **REQUEST FOR PROPOSALS FOR**

## **FC-6006007926, TELECOMMUNICATIONS AUDIT PART III**

### **SCOPE OF SERVICES**

#### **3.1 PROJECT OVERVIEW**

##### **3.1.1 Purpose of this Solicitation**

The purpose of this Request for Proposal “**(RFP)**” is to seek the assistance of a qualified Contractor to provide telecommunications auditing services for the City of Atlanta Department of Information Technology “**(DIT)**”. These services are to include:

- the physical inventory of all telecommunication circuits and equipment;
- the auditing of all telecommunications contracts and billing;
- implementation of a comprehensive telecommunications management system;
- recommendations for optimization of telecommunications services and systems in conjunction with the City’s overall telecommunications plan

##### **3.1.2 Overview and Background**

The City’s Department of Information Technology has assumed responsibility for all voice and data network systems and services. DIT has become a facility-based provider of telecommunications services to the City of Atlanta. DIT is in the process of reviewing the voice and data systems citywide; and is committed to developing a ‘Best in Class’ operation.

DIT is finalizing a long-term telecommunications plan that will establish definitive standards and operating procedures for the ordering, delivery, billing and management of all voice and data services.

Currently the City has numerous voice and data systems housed at some 200+ City facilities. While there is some uniformity in the type of systems and services in place, the City has not yet conducted a system-wide, comprehensive telecommunications audit.

The intent of this RFP is to provide DIT with the requisite information to enable proper management of the existing systems, while migrating to more scaleable enterprise systems and services.

The City currently has over 25 different service providers involved in the delivery, support, and management of the voice and data telecommunications infrastructure. These contracted services include, but are not limited to the items listed below in Table 1.

**Table 1 -- Partial List of Contracted Services**

Local service	Long distance service	Private line
Cellular phone service	Calling cards	Centrex
Toll-free calling	Network monitoring	Frame relay
Customer premise equipment (CPE) administration and repair	Voice/data cabling installation & repair	Internet connectivity (including DSL)
ISDN		

Monthly billing for all enterprise telecommunications services is approximately \$500,000. Billing today is voluminous and complex, and does not provide granular visibility necessary for DIT to provide City management with acceptable reporting and trending analysis. Furthermore, the billing is dependant on accurate circuit inventory, service inventory, charges, fees, and applicable taxes. The value of the current billing system is limited pending a formal review.

The objective of the audit is to identify billing irregularities and potential overcharges for the period audited. The audit will enable DIT to establish a baseline for past and future billings. Additionally, the baseline will be used to identify fundamental problems and develop an action plan to correct discrepancies.

Finally, DIT wishes to review all existing telecommunications contracts for services, support, hardware, and software. The goal of the contract audit is for DIT to: (1) gain clarity of the existing contractual terms and conditions, (2) develop a process to manage these agreements, and (3) hold vendors accountable for the efficient and timely delivery of service.

### **3.2 Anticipated Duration of Consulting Activities**

The consulting activities are planned to continue for a period of 90 days from commencement of the project. At the discretion of the City, the contract may be extended for up to two additional 30-day periods. The vendor will be responsible for providing adequate justification, including formal documentation, to validate any extension.

### **3.3 Service Activities**

#### **3.3.1 Physical Audit**

One of the critical elements in completing the City of Atlanta Telecommunications Audit is a physical inventory of all equipment and circuits installed at all City of Atlanta facilities. The proponent shall fully describe the equipment and elements for inventory.

##### **3.3.1.1 Primary Sites**

The City of Atlanta has primary sites supported by Nortel Meridian Option 81C PBX systems. These locations are:

- City Hall -- 55 Trinity Ave, 30303;
- City Hall East -- 75 East Ponce de Leon Ave, 30308;
- City Court -- 150 Garnett Street, SW, 30303;
- Atlanta Correction and Detention Facility -- 245 Peachtree Street SW, 30303; and
- UTOY Creek Watershed Facility -- 750 Selig Dr. SW, 30336.

The proponent shall conduct a thorough inventory of all voice and data circuits at these primary locations. This inventory shall be documented in a format similar to the following table.

**Table 2 - Sample Inventory of Voice and Data Circuit**

<b>Circuit ID</b>	<b>Circuit Type</b>	<b>Carrier</b>	<b>Description</b>	<b>Status</b>	<b>Action taken or to be taken</b>
e.g., 404.555.5555	1FB	Carrier A	Local analog line	Not in use	Disconnect
e.g., 404.444.4444	1FB	Carrier A	Local Analog line	Used as FAX machine for XYZ	Tested and labeled.
e.g., FR123555ZQ12	Frame Relay	Carrier B	Point to Point 512k data frame relay to <location>	In use	Labeled. Extended demarcation should be repaired.
e.g., PRI3456677HN23	PRI	Carrier C	PRI used for inbound and outbound dialing.	In Use	Labeled.

The proponent shall identify each circuit, determine if it is functioning properly, and ensure that installation and labeling is in accordance to BICSI standards. The proponent shall provide a thorough description of its methodology or procedure for completing the inventory, testing, and documentation of the circuits.

Where appropriate, the proponent will make recommendations for remediation of any existing problems, or make recommendations to improve the efficiency and cost effectiveness of the City's overall telecommunication posture. This can include disconnecting unused lines, changing class of service, or consolidating services.

The proponent shall provide per unit cost for identifying and documenting each of the elements listed above. The proponent shall also include optional pricing to conduct a physical inventory of all voice equipment at these locations, including:



- Configuration and components of the central PBX systems including voice mail and redundant components;
- Voice handsets including model, serial number and location (suite number); and
- Accessories, such as wireless headsets.

The City will choose to have the successful proponent complete this optional service at its discretion.

### **3.3.1.2 Secondary Sites**

The City has a number of secondary sites. Secondary facility sites typically have 50-200 users supported by Avaya/Lucent PBX systems. These facilities include, but are not limited to, the following locations:

- Hartsfield-Jackson Atlanta Int'l Airport – 6000 North Terminal Pkwy 30303;
- Atlanta Public Defender – 44 Broad Street, 30303;
- Atlanta Workforce Development – 818 Pollard Blvd SW, 30315;
- Motor Transport Services – 23 Claire Drive, 30315;
- Watershed Management – 360 Englewood Avenue, 30015;
- Watershed Management – 651 14th Street, 30318; and
- Watershed Management – 805 Selig Drive, 30336;

The inventory at secondary site facilities shall include the circuit information listed in Table 2, and the proponent shall conduct an inventory for all telecommunications hardware as described for inventories of primary sites.

### **3.3.1.3 Other Sites**

Other City facilities utilize Avaya/Lucent digital key systems. The proponent shall fully document all circuits and telecommunications equipment as described for primary and secondary sites. There are approximately 141 sites with Avaya/Lucent digital key systems located within a 20-mile radius from downtown Atlanta. Each of these locations supports from five to 100 users.

Finally, the City has approximately 30 sites supported by Vodavi digital key systems. Each of these facilities supports from one to 50 users. The proponent shall provide pricing to complete the full inventory of all circuits and telecommunications circuits as previously described for primary and secondary site inventories.

### **3.3.2 Contract Review**

The second component of the Telecommunications Audit is the review of all existing contracts and agreements between the City and its service providers. There are approximately 25 different service providers offering delivery, support and management of the voice and data telecommunications infrastructure. A partial list of these contracted services appears in

Table 1.

The proponent shall provide a written summary of salient points, and an assessment of the key provisions, strengths, and weaknesses of each contract. The proponent shall describe its methodology for review of these existing contracts and agreements based on industry-best practices. The proponent's response shall fully describe the breadth and depth of the contract review.

### 3.3.3 Cost / Billing Analysis

The next component of the Telecommunications Audit is the thorough review of the City's bills. These bills are received in a number of different formats including hard copy, standard electronic formats (e.g. tab delimited), and in proprietary formats (e.g. vendor specific software required).

The proponent shall describe its method for reviewing billing data for a period of at least three months. The billing review shall encompass the following components:

- Reconciliation and validation of physical inventory with billing inventory. The proponent will be required to reconcile each line item on the bill with a physical circuit or service.
- Description and suggested corrective action of any discrepancies. If the proponent can assist with the remediation process, then a thorough description of any assistance shall be provided (e.g. draft letters to carriers and confirm termination of service by review of subsequent bills).
- Written audit findings as to whether billed services were actually provided and documentation of services that are billed but not provided.
- Review of relevant taxes, FCC charges or other vendor-related service fees. The proponent shall determine validity of such charges based on City's unique position as a governing body with consideration of existing franchise agreements.
- Review of list of phone numbers and identification of all numbers that no longer belong to the City, but for which the City is paying long distance or other charges.
- Determination of any instance during which the City may have become a victim of "slamming" -- that is where a long distance carrier (or other provider) is charging the City for unauthorized services.
- Review of vendor billings to ensure that charges were properly calculated based on reviewed contracts. The proponent shall provide a written summary of the findings from the rate review.
- Written report of discrepancies regarding potential addition or deletion of paid services. The proponent shall provide a report balancing amounts paid and the value of services, based on the technical review of the contracts, audit of telecommunication bills, and rate review of vendor billings.
- Documentation of recommended approaches the City may use to reduce telecommunications costs – for example by switching to a different class of service or through reconfiguration of its telecommunication systems.

- The proponent shall provide a written report detailing the cost/expense of the city's current telecommunications environment including services, resources & maintenance and support.

#### 3.3.4 Telecommunications Management

One of the key deliverables of this effort is the ultimate implementation of a telecommunications management system. This system should utilize industry best practices for the administration and management of telecommunications services from the point of service request to delivery and billing of the service.

Since DIT supports numerous City departments, this management system should enable DIT to offer service provider level quality delivery of telecommunications systems and services. This includes consolidated and detailed billing information provided at the department or division level. The telecommunications management system should give City managers adequate visibility into the use of telecommunications services by his/her staff.

If the proponent can provide its own (or third party) management system as part of this process, then the proponent shall define how its proposal incorporates this system into the overall scope of work.

If the proponent does not provide any management system, then the proponent shall describe a method for developing the business and technical specification of such a system based on the completion of the audit. The proponent may describe how it will leverage the output of the audit to define the requirements of the telecommunications management system. The proponent shall provide a complete explanation in the event it is unable to respond to this section.

#### 3.3.5 Telecommunication Management Training

The proponent's proposal shall contain a description of training designed to assist City staff in assessing and utilizing audit results. The proponent should describe the features of training in detail, whether instructor-led, on-the-job knowledge transfer, or other. The proponent shall include estimated time requirements for completing any training activities.

Furthermore, the proponent shall provide as much detail as possible on the scope and process of training City staff on managing telecommunications systems in accordance with best practice. This can include training on bill review, operations management or other relevant topics. .

#### 3.3.6 Documentation Management

The proponent shall define the type of technical and management documentation it will provide. The definition of the documentation process should follow industry best practices, to include technical drawings, identification of circuits, labeling standards and more. The proponent should describe any templates or systems it can provide to the City in order to allow City staff to retain and maintain appropriate documentation.

#### **3.3.7 System Assessment and recommendation**

It is important that the City of Atlanta provide and maintain a robust telecommunications system (data/voice). The proponent shall evaluate the city's current environment,

capability, and limitations as well as provide a detailed migration path to a future environment that will support voice/data network convergence and VoIP (Voice over Internet Protocol). The final written report shall include:

1. An executive, overview of the audit, analysis and summary of the finds and conclusions.
2. Detailed migration path.
3. A detailed discussion of the techniques and approaches used during the audit investigation, the findings, and conclusions incl. appropriate financial analysis, calculations, charts, schematics, and blueprints.
4. All work papers prepared during the audit.

### ***3.4 Proponent Requirements***

#### ***3.4.1.1 Qualifications***

Proponents must possess expertise in engineering, organizing, installing, and surveying Category 6 Data Cables and Fiber Optic transmission media for voice and data systems. Proponents shall possess Nortel, Avaya and Vodavi experience, with certifications preferred. Vendor must be BICSI/RCDD Registered Communication Distribution Design certified and a SYSTIMAX Solutions Value Added Reseller. In that the scope of work requires a review and examination of the city's telecommunication systems, services, equipment and billing; the selected proponent shall not be the current provider of said service(s), support, equipment and /or billing to be audited.

#### ***3.4.2 Project Management***

The proponent shall describe its method for managing all aspects of this audit process. The proponent shall describe its methodology for completing the engagement. Such description may include the following items:

- Instructions or checklists for completing the physical inventory;
- Instructions or checklists to complete the contract and billing audits;
- A sample timeline for completing this project -- This can include the typical time to visit each of the City's facilities and conduct the relevant inventory and audit. The timeline should also provide requirements for inventory review, documentation, and reporting;
- Samples of daily, weekly, or monthly activity and status reports;
- Identification and explanation of all responsibilities requested of the City with expected schedule for completion;
- A plan, process, and protocol for change control and issue tracking management;
- Process or authorization required for vendor engagement; and
- Change management process or protocol.

#### ***3.4.3 Personnel***

The proponent shall provide detailed information regarding members of its project team. This information includes resumes or curriculum vitae of key members, listing relevant

training, certifications, and experience. Experience that relates directly to City of Atlanta systems (Nortel, Avaya/Lucent, and Vodavi) is required.

The proponent shall define the role of each individual – e.g. project manager, telecommunications technician, data entry. The proponent shall also offer some indication of the time required by each individual in total man-hours or a percentage of the overall project.

### **3.5 Delivery of Data**

*The proponent shall provide a detailed description of its method for delivering the inventory and audit results. This should include as much detail as possible and should be submitted in electronic format. Features of this delivered information should be described in full detail, e.g., ability to generate ad hoc reports based on site, class of service, etc.*

### **3.6 Proposal Format**

The Proposal must include responses to all of the information requested in this RFP. The Proposal shall include two (2) volumes, addressing each numbered section/subsections in the order requested, indexed and clearly identified. Submittals that are not in compliance will be downgraded accordingly.

Each Proponent must format their written Proposal in accordance with the appropriate specifications detailed below. Five (5) copies of the Proposal must be submitted in addition to one (1) original, marked “Original.” Submittal shall be prepared on standard weight 8-1/2” x 11” letter size paper, with material on one side only, using 12-point font size and inserted in a flexible binder with standard three-hole punched paper, for each copy. Charts may be 11” x 17” in size **only if necessary for clarity** and provided they are Z folded to fit in the 8-1/2” x 11” binder.

## **VOLUME I**

### **A. EXECUTIVE SUMMARY**

The executive summary shall provide a concise overview of Proponent’s solution for the City. Additionally, it should include the firm’s background and qualifications in photo enforcement services, firm’s financial stability and overall organization, and why firm is the best value choice for the City. Include any other information the Proponent feels relevant. Include a brief statement of approach to the work, understanding of the Project’s goals and objectives and demonstrated understanding of the Project’s potential problems and special concerns. (Not to exceed eight (8) pages.) The Proponent shall state any exceptions taken to any part of the RFP in a separate section titled “EXCEPTIONS.” The specific portions to which exception is taken shall be identified and explained. It shall be understood that any exceptions may be used by the City as grounds for rejection of Proposal.

## **B. TEAM ORGANIZATION**

Provide the following:

1. Introduction of Proposed Professional Team (“**Team**”)
  - a. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed;
  - b. A narrative description of the Team, and all proposed Subcontractors;
  - c. A narrative description of the role assigned to the Team members and all proposed Subcontractors;
  - d. An organization chart of the proposed Team for this project indicating the role each Proponent member will fulfill; and
  - e. In the event that key Team members must be replaced during the course of the term of the Agreement, describe your back-up personnel plan.
2. Submit an experience matrix for the Team and proposed Subcontractors. This matrix should describe exactly the type of work each Team member has performed within the past ten (10) years on projects of comparable scope and nature to the City’s project. It is not sufficient to simply identify names of projects, or indicate an association with a project.
3. It is a policy of the City to expand the number of qualified contractors. Proponents must submit a list of all projects performed for the City by the Team members during the past five (5) calendar years. Provide the following information for each project:
  - a. Name of the project, City Department, City Project manager/contact, Project Manager/Contact phone and fax numbers, and date of completion;
  - b. Short description of the project (one paragraph) and
  - c. Original contract amount and actual sum paid.

## **C. OVERALL PROJECT EXPERIENCE AND PERFORMANCE**

Identify Network and Cabling expertise exhibited or experience that the Proponent has had during the past ten (10) calendar years. Limiting your response to five (5) projects and one (1) page per project, please provide the following information for each project:

1. The name of the project, the owner, and the project location;
2. A description of the project;

3. The dates of major project milestones including the date of completion and the date on which each milestone was actually achieved. Explain the reason for any significant schedule differences;
4. The original contract amount, and the actual sum paid. Explain the reason for any significant differences. The reference should include a contact name, position, address, telephone, and fax number. This reference should be the owner's staff member who was in charge of the project for the owner; and
5. Please list governmental clients indicating the government name, contact and telephone number for each client (not to exceed one page).

#### **D. KEY PERSONNEL**

Provide resumes for each of the specific key personnel of the Proponent's proposed Team. The resumes should be limited to no more than two (2) pages per person and be organized according to the following:

- Name and Title;
  - Personnel Billing Category;
  - Professional Background;
  - Current and Past Relevant Employment;
  - Education;
  - Certifications;
  - List of Relevant Projects;
    - Client Name;
    - Project Name;
    - Project Description;
    - Role of the Individual;
    - Project Completion Date;
    - Reference Contact (Name and Phone Number); and
    - If the Proponent does not intend to locate all of these people in Atlanta, state what other arrangements would be proposed.
2. Provide the percent availability and percent commitment of key Team members to the project during the various stages of the project.
  3. Provide a table that summarizes the involvement and role of each of the key personnel discussed in Item B, "Team Organization."

## **E. TECHNICAL APPROACH**

Technical Approach should respond to Part III of this RFP. Proponent's proposal submittal should be tabbed with page dividers that identify the required items by item numbers. Proponent shall submit a well-developed technical approach, incorporating quality control/quality assurance measures, and coordination and communication processes. For each phase of that technical approach, describe how the requirements and objectives can be met. As part of the approach, please address all relevant subjects as you perceive them, and specifically address the following:

1. Your technical approach to providing a cost-effective, well-designed, and operable project that meets the objectives;
2. Cooperative relationships between your team, the City, other contractors and how your team will establish and maintain the necessary cooperative relationships;
3. Coordination with City staff;
4. Assistance to the City in validating the initial project program, budget and schedule;
5. Ensuring that proper and necessary communications will occur, and that pertinent project information is distributed to affected individuals to ensure that they are informed and appropriately involved;
6. Your activities such that the Agreement schedule and costs are appropriately monitored and controlled. Include as part of your submittal the "tools" which you intend to use in the management of the project elements; and
7. Include a table summarizing estimated manhours by personnel category by task.

## **F. COST PROPOSAL**

*The proponent should provide as much detail as possible regarding the cost requirements to complete this effort. While many organizations offer this type of service based on a "Share in Savings" model, the City will procure this assessment based on a time and material basis. As such, the proponent shall list a per task cost based upon the following parameters:*

Overall, the City has 220 locations with 190 telephone systems. There are approximately 4800 handsets (excluding the five primary sites) located across the City. There are approximately 700 telecommunication lines or circuits distributed across the City. In evaluating the overall cost of the proposal, the City will use these figures to estimate the total time and material cost for each bidder.



The proponent shall incorporate such costs in flat rate elements such as per site visit cost. Proponents should not include unknown items in their bid, such as mileage or per diem costs.

In the event the proponent will charge on an hourly or daily basis for various tasks (e.g. project management), then the proponent shall provide detailed information of these requirements, including job title, description of the task, estimated time for completion, (based on numbers provided above), and the daily or hourly cost. Total labor costs for the project should be included when appropriate.

In providing costing information, the proponent shall follow a format similar to the following sample table. This table is for demonstration purposes only.

**Table 3 - Sample Cost Data for Site Inventories**

<b>Item</b>	<b>Description</b>	<b>Cost per unit</b>
e.g., Site Visit	Travel to and define each site	\$--.00
e.g., Base Avaya system	Inventory and document the base Avaya PBX system to include model, serial number, firmware revision and relevant configuration information.	\$--.00
e.g., Avaya module	Inventory and document each module in the base system including model, serial number, description, firmware revision, configuration, etc.	\$--.00
e.g., Avaya handset	Inventory and document Avaya handset including model, serial number, firmware revision and location	\$--.00
e.g., Polycom hands free headset	Inventory and document model, etc.	\$--.00
e.g., Toshiba FAX	Inventory and document model, serial number.	\$--.00

## **VOLUME II**

### **A. LEGAL CAPACITY AND STATUS**

1. List any lawsuits to which any members of the Contracting Entity is currently a party or has been a party (either as a plaintiff or defendant) during the past five (5) years. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or other. State the project giving rise to the suit, explain the basis for the claim, and state

whether a judgment was entered into against the member, or the member's bonding company or insurance company.

2. State whether any member of the Contracting Entity, or any entity presently or previously associated with a member has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment for the benefit of creditors, or otherwise sought relief from creditors. Explain the circumstances.
3. For all facilities contracted or owned by the Proponent Team member or members in the past ten (10) years, specify all violation of local, state, or national health and safety standards and summarize Proponent team members' performance with respect to accidents, injuries, lost time-on-job, worker's compensation claims, and safety awards (include reported information and benchmarks wherever available).
4. For all facilities contracted by the Proponent Team member in the past ten (10) years, specify any instance where it defaulted or materially failed to comply with contractual or regulatory permit-related obligations regarding operating performance, financial obligations, or other standards. Has the Proponent team member ever had a contract terminated due to the quality of its work?
5. Explain all cases in the last ten years in which the Proponent team member has had a claim in excess of \$250,000.00 made against it, had a claim for injunctive relief filed against it, or itself filed for injunctive relief. Note any previous and pending litigation against the Proponent team member based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or similar conduct under any local, state, or national jurisdiction.
6. Provide details if the Proponent team member, or any officer, director, executive level employee or individual authorized to represent the Proponent team member for purposes of this RFP, has been charged with a criminal offense within the last ten (10) years.
7. Describe any citation or notices of violation which the Proponent has received or caused to receive from any governmental agency in connection with any of the Proponent's work during the past five (5) years.

## **B. REQUIRED ATTACHMENTS**

The following required submittals should be included in Volume II:

1. All EBO, EEO and First Source Job Program forms applicable, see Appendix A, must be completed and submitted. These forms will be included in all contracts issued to the Proponent.
2. Insurance certificates in accordance with Appendix B requirements.
3. Contractor's Disclosure Form and Questionnaire (Appendix C).

#### **C. FINANCIAL STATEMENT/CAPABILITY**

Given the magnitude and nature of the Work contemplated in this RFP, the City must be able to evaluate, verify and understand the Contracting Entity's financial capability and expertise to undertake and perform the Services. The Contracting Entity should demonstrate financial capability by providing the following documentation for each member of the Contracting Entity:

1. Documentation and discussion of the financial condition and capability of the firm(s);
2. Annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and changes in financial position;
3. The latest quarterly financial report and a description of any material changes in financial position since the last annual report;
4. The prospectus or offering for the member's latest security offering;
5. The most recent Dunn & Bradstreet and/or Value Line Reports on the Proponent;
6. Current rating of senior and subordinate debt, if any, and any rating agency reports issued in the last five (5) years;
7. At least two (2) bank or other institutional lender references; and
8. Provide any other information that the Proponent may deem appropriate to reflect its financial capability.

#### **D. SUPPLEMENTAL RESUMES**

Please include resumes for supplemental personnel who may be assigned to the project. Resume shall not exceed two (2) pages per individual. Not more than fifteen (15) resumes shall be submitted.

### **3.7 Evaluation Criteria.**

All submittals will be evaluated using the criteria specified on the Percentage Evaluation Form. (See Exhibit 1 of this RFP). An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below:

**A. GENERAL CAPACITY/ORGANIZATION/PERSONNEL  
(15 points)**

This criterion measures the overall organization infrastructure, which should successfully incorporate the role of Subcontractors in a well thought out approach in undertaking the required Scope of Services. Experience of the individuals proposed to lead and manage this project as well as the experience and resources of the Proponents will be carefully considered. Key factors to be considered are experience in providing these types of Services for projects similar in scope and size, professional credentials and project leadership, reputation in the industry and the references provided or obtained.

**B. EXPERIENCE AND PERFORMANCE (15 points)**

This criterion measures the competence, qualifications and experience of the key professionals and technical staff. The evaluation of key personnel will be based upon their experience to provide Telecommunication Audit Services.

**C. TECHNICAL APPROACH (25 points)**

This criterion measures quality, thoroughness, and demonstrated success of proposed automated red light camera system solution and installation plan, including but not limited to; site selection methodology, demonstrated camera system success in other communities and installation methodology.

**D. COST PROPOSAL (20 points)**

Proponent's cost Proposals will be evaluated on the completeness of their approach in addressing cost Proposal issues and estimating their costs. Low cost per se will not necessarily be worth more points. The cost Proposal is expected to demonstrate the Proponent understands the factors to be considered in providing the Services required and the level of effort required to adequately address the factors, without excess

**E. FINANCIAL CONDITION (5 points)**

Proponents will be evaluated on the strength of their Financial Statements. Annual Reports, which include Financial Statements from recent years, will also be reviewed. The review will focus upon the Proponent's Statement of Income, Balance Sheet, and Cash Flow Statements. Ratio Analysis will be included while determining the Proponent's financial strength as well as a review of the sources and uses of funds.

**F. LEGAL CAPACITY (5 points)**

Proponents will be evaluated on an assessment of past and current lawsuits and bankruptcy petitions filed in the past five (5) years.

**G. EQUAL BUSINESS OPPORTUNITY (15 points)**

Presentation of an Equal Business Opportunity Plan detailing:

1. Proponents proposed Minority and Female Business Enterprise involvement on the project as Subcontractors, suppliers, or joint venture team members;
2. Members or mentor protégé team members; and
3. Any good faith efforts made to meet project goals that have not been met.

**H. COMPLIANCE TO ORDINANCES AND RESOLUTION (Pass/Fail)**

Ability to comply with applicable ordinances and resolutions of the City, the regulations and ordinances of the County in which the work is to be performed, and the laws of the State of Georgia and the United States.

**I. COMPLIANCE TO COMMENCEMENT AND COMPLETION SCHEDULES (Pass/Fail)**

Ability to comply with the schedule of the commencement and completion of the work or Services as required by the City.

**EXHIBIT 1**

**FC-6006007926, Telecommunications Audit (RFP)**

<b>EVALUATION</b>	<b>FORM</b>	
<b>CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
General Capacity/Organization/Personnel	<b>15</b>	
Experience and Past Performance	<b>15</b>	
Technical Approach	<b>25</b>	
Financial Condition	<b>5</b>	
Legal Capacity	<b>5</b>	
Cost Proposal	<b>20</b>	
Equal Business Opportunity Presentation of an Equal Business Opportunity Plan detailing: (1) Proponent's proposed Minority and Female Business Enterprise involvement on the project as Subcontractors, Suppliers, joint venture team members or mentor protégé team members and (2) any good faith efforts made to meet project goal which have not been met.	<b>15</b>	
The ability to Comply with applicable ordinances and resolutions of the City, the regulations and ordinances of the County in which the work is to be performed, and the laws of the State of Georgia and the United States.	<b>PASS/FAIL</b>	
The ability to comply with the schedule of the commencement and completion of the work or Services as required by the City.	<b>PASS/FAIL</b>	
<b>TOTAL SCORE</b>	<b>100</b>	

## **APPENDIX A**

# **CONTRACT COMPLIANCE REQUIREMENTS**



# CITY OF ATLANTA

**Shirley Franklin**  
**MAYOR**

**OFFICE OF CONTRACT COMPLIANCE**  
**55 TRINITY AVENUE, S.W., SUITE 1700**  
**ATLANTA, GEORGIA 30335**  
**OFFICE (404) 330 – 6010**  
**FAX (404) 658-7359**

(9/7/06)

**RE: Project # 6006007926, Telecommunications Audit**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against minority and female owned businesses are essential. The City of Atlanta's Equal Business Opportunity (EBO) Program requires ALL Potential Bidders on Eligible Projects to be Eligible Bidders in one of the three alternate categories as outlines on pages two through five of this section. Please read all of the information very carefully. Pay close attention to the specific availability of minority and female business enterprises for this project and the EBO program reminders listed on page 11.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.



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**CITY OF ATLANTA**  
**EQUAL BUSINESS OPPORTUNITY**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**POLICY STATEMENT**

It is the policy of the City of Atlanta to actively promote full and equal business opportunities for minority and female business enterprises through the City of Atlanta's Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Availability information on minority and female business enterprises for this project is set forth on page 11.

## ***ELIGIBILITY TO BID ON CITY OF ATLANTA PROJECTS***

Any bidder on City of Atlanta Eligible Projects must be deemed an Eligible Bidder by the City of Atlanta Office of Contract Compliance as defined by the City of Atlanta Code of Ordinances §2-1449(a). To be approved as an Eligible Bidder on a City of Atlanta Eligible Project, a Potential Bidder must submit a written application to the Office of Contract Compliance on a form provided by the Office of Contract Compliance. The application must specifically indicate the Standard Industrial Classification (SIC) Codes the business is interested in working on City of Atlanta projects. The Potential Bidder must demonstrate that their process for contracting or utilizing individuals or businesses as subcontractors or suppliers for work on projects undertaken by the Potential Bidder is open to individuals or businesses regardless of race, gender or ethnicity, by fulfilling one of three alternative Eligible Bidder categories.

**NOTE: A Potential Bidder must be deemed eligible prior to submission of a bid or proposal to the City of Atlanta. Please see the Eligible Bidder categories for specific information about timing requirements for submission of Eligible Bidder applications.**

If a bidder is approved as an Eligible Bidder under Category A or Category B, such Eligible Bidder may submit bids on City projects during that two-year eligibility period. Category A or Category B Eligible Bidders must submit a Subcontractor Project Plan (Document provided with this solicitation) prior to the execution of the contract on the Eligible Project. The Category A or B Eligible Bidder must continue to make good faith outreach efforts to utilize all businesses, including Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs), during the two year Category A or B Eligibility.

If a bidder is approved as an Eligible Bidder under Category C, such Eligible Bidder must submit a Subcontractor Project Plan (Document provided with this solicitation) with the submission of every bid. The Subcontractor Project Plan will be evaluated by the Office of Contract Compliance upon submission for every project during the two-year period of the Category C Eligibility. The Subcontractor Project Plan must demonstrate that the Category C Eligible Bidder has satisfied good faith outreach efforts to utilize all businesses, including certified MBEs and FBEs. Documentation of all project-specific good faith outreach efforts must also be provided with the submission of the bid.

Each Eligible Bidder must submit within a year of the date of the Eligibility approval, an Annual Compliance Report on a form provided by the Office of Contract Compliance, including a list and description of private sector and governmental projects undertaken; the dollar value of such projects; all subcontractors, suppliers, joint ventures and mentor protégé relationships; and any good faith outreach efforts to utilize all businesses, including MBEs and FBEs.

**ELIGIBILITY REQUIREMENTS FOR CATEGORIES A, B, AND C  
AS DEFINED BY THE CITY OF ATLANTA CODE OF ORDINANCES,  
SECTIONS 2-1441 THROUGH 2-1480**

**Eligible Bidder Category A  
(Ability to Demonstrate Prior MBE & FBE Participation)**

All Potential Bidders interested in applying for eligibility under Category A to do business with the City of Atlanta are required to submit written documentation reflecting prior MBE and FBE participation on both private sector and governmental projects, as outlined in the City of Atlanta Code of Ordinances, Section 2-1449(a)(2)(A). A Potential Bidder must provide written documentation demonstrating that, for all work performed on projects in the ten county Atlanta Region during the two (2) year period immediately preceding the date of its application to become an Eligible Bidder, at least seventeen percent (17%) of the total project dollars awarded were subcontracted to or expended for services performed by one or more MBEs, **AND** at least seventeen percent (17%) of the total project dollars awarded to the potential bidder were subcontracted to or expended for services performed by one or more FBEs.

The projects submitted to indicate the previous two years of work performed in the Atlanta Region must involve a trade or service included within any or all of the SIC Codes listed in the City of Atlanta Code of Ordinances, Section 2-1449. If a Potential Bidder has not undertaken any projects in the Atlanta Region within two years prior to the date of its application that involve a trade or service included within any of the SIC Codes specified in the City of Atlanta Code of Ordinances, the Potential Bidder may meet the forgoing requirements by verifying that, during the two-year period immediately preceding the date of its application to become an Eligible Bidder, it has met the measures set forth above for projects undertaken in the Atlanta Region, which involved a trade or service included within all other SIC Codes.

If the Potential Bidder wishes to become an Eligible Bidder for a specific upcoming Eligible Project, the application for approval and all supporting documents must be received by the Office of Contract Compliance no later than **thirty (30) calendar days prior to the date bids are received** on such Eligible Project. If the application is not received within the required time period, the Potential Bidder may only be approved as an Eligible Bidder for such project under Category C.

Eligible Bidder Category B  
(Ability to Demonstrate Prior Good Faith Outreach Efforts)

All Potential Bidders interested in applying for eligibility under Category B to do business with the City of Atlanta are required to submit written documentation reflecting prior good faith outreach efforts to utilize MBEs and FBEs on both private sector and governmental projects, as outlined in the City of Atlanta Code of Ordinances, Section 2-1449(a)(2)(B). All Potential Bidders must provide written documentation of prior good faith outreach efforts demonstrating that during the two-year period immediately preceding the date of this application, the potential bidder identified, contacted, contracted with or otherwise utilized all businesses, including MBEs and FBEs, as subcontractors or suppliers for all projects undertaken in the private or public sector that involved a trade or service included within any of the SIC Codes listed in the City of Atlanta Code of Ordinances Section 2-1449. Good faith outreach efforts shall include documentation of all of the following:

1. The potential bidder contacted the private sector or governmental entity (such as the Office of Contract Compliance) that awarded the contract, other private sector and governmental entities, or local MBE and FBE organizations to identify qualified, available businesses, including MBEs and FBEs, regardless of race, gender or ethnicity;
2. The Potential Bidder placed notices of opportunities for subcontracting work for qualified firms in newspapers, trade journals, and other relevant publications, including publications specifically targeting MBEs and FBEs, or communicated such notices of opportunities via the Internet or by other available media or means;
3. The Potential Bidder submitted invitations to bid to potential qualified businesses, including MBEs and FBEs regardless of race, gender or ethnicity;
4. The Potential Bidder included in such notices and invitations a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents;
5. The Potential Bidder promptly responded to inquiries, provided necessary physical access and time for interested businesses to fully review all necessary bid documents, and otherwise provided information, and provided access and time to allow businesses to prepare bids and quotes, regardless of race, gender or ethnicity; and
6. The Potential Bidder considered, hired, or otherwise utilized qualified, available businesses, including MBEs and FBEs, regardless of race, gender or ethnicity.

If the Potential Bidder wishes to become an Eligible Bidder for a specific upcoming Eligible Project, the application for approval and all supporting documents must be received by the

Office of Contract Compliance no later than **thirty (30) calendar days prior to the date bids are received** on such Eligible Project. If the application is not received within the required time period, the Potential Bidder may only be approved as an Eligible Bidder for such project under Category C.

Eligible Bidder Category C  
(Commitment to Future Good Faith Outreach Efforts)

All Potential Bidders interested in applying for eligibility under Category C to do business with the City of Atlanta are required to make a written commitment to future good faith outreach efforts to utilize MBEs and FBEs on both private sector and governmental projects, as outlined in the City of Atlanta Code of Ordinances, Section 2-1449(a)(2)(C). All Potential Bidders must agree in writing that during the initial two year period for which it is approved as an Eligible Bidder, it will engage in good faith outreach efforts (as described under Category B) to identify, contact, contract with, or otherwise utilize all businesses, including certified MBEs and FBEs, as subcontractors or suppliers on all projects in the private sector or for a governmental entity for which it submits a bid or is awarded a contract that involves a trade or service included within any or all of the SIC Codes in which the Potential Bidder seeks to do business with the City of Atlanta and will maintain written documentation demonstrating such compliance. A Category C Eligible Bidder must also commit to submitting a Subcontractor Project Plan to be evaluated by the Office of Contract Compliance with the bid for all City of Atlanta Eligible Projects on which the Bidder bids on during that two years Category C Eligibility. A Potential Bidder that has previously been approved as an Eligible Bidder under Category C may not reapply to become an Eligible Bidder under Category C. Subsequently, a Category C bidder must reapply only under Category A or Category B in order to bid on Eligible Projects.

If the Potential Bidder wishes to become an Eligible Bidder for a specific upcoming Eligible Project, the application for approval as an Eligible Bidder under Category C must be received by the Office of Contract Compliance no later than **three (3) calendar days prior to the date bids are received** on such Eligible Project. In the event that the Potential Bidder wishes to be deemed an Eligible Bidder under Section 2-1449(a)(2)(A) or 2-1449(a)(2)(B), but missed the **thirty (30) day** deadline prior to a specific Eligible Project, the Potential Bidder may submit an application for approval for the specific Eligible Project following all of the guidelines for Category C.

The Office of Contract Compliance will evaluate whether the business is qualified to be an Eligible Bidder under Section 2-1449(a)(2)(C) for the specific project, and will then evaluate the qualifications as submitted otherwise on the application to be an Eligible Bidder under 2-1449(a)(2)(A) or 2-1449(a)(2)(B) for all future projects in which bids are received at least **thirty (30) days** after the Potential Bidder's application was submitted.

## **Implementation of EBO Policy**

The City of Atlanta's Equal Business Opportunity Program recognizes Minority Business Enterprise and Female Business Enterprise participation achieved through subcontracting, supplier, joint venture and mentor protégé arrangements on City of Atlanta projects, private sector projects, and other governmental projects. The Equal Business Opportunity Ordinance requires that any Potential Bidder on a City of Atlanta Project must be deemed an Eligible Bidder prior to submitting a bid or proposal to perform work on a City contract in one of three Eligibility categories. All eligible Bidders must submit a Subcontractor Project Plan indicating all subcontractors and suppliers that will be used on City of Atlanta Projects.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the certification number of the business if the business is a certified minority or female business enterprise with the City of Atlanta.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the certification number of the business if the business is a certified minority or female business enterprise with the City of Atlanta.

### **Project Specific Subcontract and Supplier Participation**

Every City of Atlanta certified minority business enterprise and female business enterprise is provided a letter of certification and is assigned a certification number by the Office of Contract Compliance. The certification letter specifically indicates the category or categories in which the business is certified. A business may be certified as an African American Business Enterprise (AABE), a Female Business Enterprise (FBE), a Hispanic Business Enterprise (HBE), an Asian Business Enterprise (ABE) or a Native American Business Enterprise (NABE). Certification by the City of Atlanta assures a bidder that the minority or female business is a legitimate minority or female-owned and controlled business. Businesses that have been certified as both minority and female owned may only be used to satisfy one category of the established project specific availability.

**Note: An Eligible Bidder using non-certified minority or female firms to meet the availability on City projects must be sure that the firm is a bona fide minority or female firm.**

For purposes of calculating the percentage of total contract dollars awarded or paid to MBE or FBE Suppliers, only amounts paid to manufacturers or warehousemen of goods customarily and ordinarily used, based upon standard industry trade practices, shall be counted.



### **Monitoring of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers indicated on the Subcontractor Project Plan. Failure to adhere to this requirement may subject the successful bidder to penalties set forth in the City of Atlanta Code of Ordinances, Section 2-1454.

### ***Implementation of EEO Policy***

The City effectuates its EEO policy by adopting racial and gender work force availability requirements for every contractor performing work for the City of Atlanta. These requirements were derived from the work force demographics set forth in the 1990 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **First Source Jobs Program**

#### ***Policy Statement***

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Deborah Lum  
Manager, One Stop Services  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 658-6312

### ***Joint Venture Participation on City of Atlanta Projects***

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at over 10 million dollars, the Office of Contract Compliance shall determine on a project-by-project basis whether good faith outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **The firm with the greatest interest in the Joint Venture arrangement will not receive credit towards the City's subcontracting objectives for the work they self-perform.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant is approved independently as an Eligible Bidder. If any participant on the joint venture team is approved as an Eligible Bidder under Category C, then the joint venture team must comply with the requirements of Section 2-1449(a)(2)(C) of the Equal Business Opportunity Ordinance.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

#### **Components of a Joint Venture Agreement**

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

### ***Mentor-Protégé Participation on City Of Atlanta Projects***

The mentor-protégé program is an initiative to encourage and develop minority and female owned business enterprises in contracting with City government where minorities and women have historically been underrepresented due to various discriminatory barriers. This program will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. On projects valued at over 10 million dollars, the Office of Contract Compliance shall determine on a project-by-project basis whether good faith outreach efforts to enter into a mentor-protégé relationship shall be required. On such Eligible Projects, the mentor and protégé team member must have different race ownership, different gender ownership, or both. The minority and female business enterprise members of the mentor- protégé team must be certified as such by the Office of Contract Compliance, and the mentor-protégé team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE team member.

No bid on a City contract for an Eligible Project shall be accepted unless submitted by a mentor protégé team in which each participant is approved independently as an Eligible bidder. If any participant on the mentor-protégé team is approved or can only be approved as an Eligible Bidder under Category C, then the mentor-protégé team must comply with the requirements of Section 2-1449(a)(2)(C) of the Equal Business Opportunity Ordinance.

Mentor-Protégé teams may submit agreements to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

#### **Components of a Mentor-Protégé Agreement**

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, and management and scheduling support.
- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas identified above.
- The terms of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement, including, at a minimum, the requirements set forth at City of Atlanta Code, Section 2-1450.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects during the term of the agreement.
- Protégé shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the Office of Contract Compliance.

- Mentor and Protégé representatives may not bid or otherwise participate independently on a contract in which the Mentor Protégé team is bidding or participating as a team.

EQUAL BUSINESS OPPORTUNITY REQUIREMENTS FOR

**PROJECT: FC # 6006007926, Telecommunications Audit**

**(Required for Eligible Bidders in Category C):**

**Good Faith Outreach efforts to utilize Minority and Female subcontractors and suppliers throughout the project life.**

**NOTE: Though this is a requirement for Category C Eligible Bidders, all eligible bidders are expected to make Good Faith Outreach Efforts to utilize Minority and Female Business Enterprises to the extent of their availability in the Atlanta Marketplace. For this project, the Minority Business Enterprise availability is 17% and the Female Business Enterprise availability is 17%. (See reminder number 2 below)**

## **EBO PROGRAM REMINDERS**

1. Subcontractor Project Plan for Category C. Bids submitted by Eligible Bidders in Category C must contain a Subcontractor Project Plan listing all subcontractors and suppliers including MBE and FBE firms and their participation on the project. Availability of MBEs and FBEs is set forth above. The Subcontractor Project Plan to be submitted with the bid is included with this solicitation as Form #1.
2. Subcontractor Project Plan for Category A or B. Eligible Bidders in Category A or Category B must submit a Subcontractor Project Plan of all subcontractors and suppliers, including MBE and FBE firms and their participation on the project prior to execution of the contract. Availability of MBEs and FBEs is set forth above. The form for the Subcontractor Project Plan to be submitted prior to the execution of the Contract is included with this solicitation as Form #1.
3. Supplier Participation. Minority and Female firms utilized as suppliers will receive full participation credit only if they manufacture or warehouse the equipment or supplies. Those firms not manufacturing or warehousing the supplies will only receive participation credit for the service.
4. Joint Venture/Mentor Protégé Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MBE or FBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MBE or FBE certification number of each MBE or FBE Joint Venture member. **The firm with the greatest interest in the Joint Venture arrangement will not receive credit towards the City's subcontracting objectives for the work they self-perform.** No bid on a City contract for an Eligible Project shall be accepted from a Joint Venture or Mentor-Protégé team unless each participant in the Joint Venture or Mentor-Protégé team is approved independently as an Eligible Bidder under Category A, B, or C. If any participant in the Joint Venture or Mentor-Protégé team is approved or can only be approved as an Eligible Bidder in Category C, then the Joint Venture or Mentor-Protégé team must comply with the requirements of Section 2-1449(a)(2)(C).
5. Certification. It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, have a certification application pending with the Office of Contract Compliance or are legitimate MBEs and FBEs.
6. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
7. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**  
**PROJECT: FC # 6006007926 Telecommunications Audit**

A FIRM WHOSE WORK FORCE CONSISTS OF LESS THAN FIFTEEN (15) EMPLOYEES IS EXEMPT FROM THE EEO REQUIREMENTS.

Pursuant to the City of Atlanta Code of Ordinances, Chapter 2, Article X, Division 10 section 2-1381 and Division 11 section 2-1411 through section 2-1419, the city declares that discrimination based upon race, sex, religion, national origin, age, or handicap is inconsistent with the U.S. Constitution, laws and policies of the United States, the State of Georgia and the City of Atlanta. It is the City of Atlanta's policy to prohibit discrimination by contractors who do business with the City against any employee or applicant for employment because of race, sex, religion, national origin, age or handicap. The City implements this policy by adopting gender and racial work force goals for every contractor performing work for the City of Atlanta. The Atlanta area EEO goals for this contract, which were derived from the 1990 Census EEO File prepared by the U.S. Department of Commerce are:

<b>Profession:</b>	<b>(Accounting)</b>
<b>EEO Goals for minorities:</b>	<b>10.1%</b>
<b>EEO Goals for women:</b>	<b>32.7%</b>

- Once a firm is awarded a contract, the selected firm must complete and submit the CER form which identifies the racial and gender demographics of the firm's work force. If the EEO goals for this contract are not met, the selected firm must also submit an affirmative action plan setting forth steps to be taken in an effort to reach the established racial and gender goals, such as advertising, recruitment effort and training programs. If the selected firm anticipates relocating to the Atlanta Metropolitan Area, but does not have an Atlanta office at the execution of the contract then the firm must submit a hiring plan setting forth an agenda for attempting to meet the established EEO goals as discussed above.

- If the City of Atlanta contract will be performed by a work force located outside the Atlanta Metropolitan Statistical Area, the firm must meet the EEO goals for the geographic location of the office performing the work on this project. If work performed on this project is an aggregate of all company locations, the EEO goals must be met for the location of the firm's headquarters. If the company, whose work force is located outside of the Atlanta area, does not provide the City of Atlanta with the EEO goals of the geographic location of the office performing the work, then the company must meet the EEO goals of the Atlanta Metropolitan Statistical Area. The EEO goal for locations outside the Atlanta Metropolitan Statistical area must be reported on the CER form. All entries will be verified for accuracy. The CER, the affirmative action plan and the hiring plan will become a part of the formal contract.

## CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the Eligible Bidder's intent to comply with the City's Equal Business Opportunity Program, the Equal Employment Opportunity goals and the First Source Jobs employment program.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

\_\_\_\_\_ This entity is approved as a Category A Eligible Bidder. A copy of the Eligible Bidder Certificate and this Contract Compliance Certificate are being submitted along with the bid.

\_\_\_\_\_ This entity is approved as a Category B Eligible Bidder. A copy of the Eligible Bidder Certificate and this Contract Compliance Certificate are being submitted along with the bid.

\_\_\_\_\_ This entity is approved as a Category C Eligible Bidder. A copy of the Eligible Bidder Certificate, this Contract Compliance Certificate and the subcontractor Project Plan are being submitted along with the bid.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature  
Eligible Bidder Authorized Representative

Date \_\_\_\_\_

Eligible Bidder \_\_\_\_\_

FC - \_\_\_\_\_

Project Name \_\_\_\_\_



# **EQUAL BUSINESS OPPORTUNITY SUBCONTRACTORS PROJECT PLAN** **SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Company Name, Contact Person Address & Phone Number of Subcontractors/ Suppliers	SIC Code	Type of Work to be Performed	Ownership of Business ; Certification No. & Expiration Date	Dollar (\$) Value & (%)Percentage of Total Bid Amount

**Code: AABE –African American Business Enterprise, HBE- Hispanic Business Enterprise, FBE-Female Business Enterprise, ABE-Asian Business Enterprise, NABE- Native American Business Enterprise**

**Company Name:**\_\_\_\_\_

**Project Name:**\_\_\_\_\_ **FC#:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

# **APPENDIX B**

## **INSURANCE/BONDING REQUIREMENTS**

## **INSURANCE/BONDING REQUIREMENTS**

### **FC- 6006007926, Telecommunication Audit**

#### **A. General Preamble**

The following general requirements apply to any and all work under this contract. Compliance is required by all Contractors and Sub-contractors of any tier. Insurance/Bonding requirements are based on information received as of date of contract execution. **The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

#### **1. Evidence of Insurance Required Before Work Begins**

No Contractor or Sub-contractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

#### **2. Minimum Financial Security Requirements**

Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the

City to the Contractor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the Contractor to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain any required insurance or bonds shall not relieve the Contractor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this contract and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract. The cancellation notice on the Insurance certificate should read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREFORE, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.~~ Please send cancellation notice to **Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, GA 30303**

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-contractor Compliance

Contractor shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-contractor of any tier, and shall require each and every Sub-contractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Sub-contractor fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by Contractor at Contractor's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

**Workers' Compensation . . . . . Statutory**

**Employer's Liability**

**Bodily Injury by Accident/Disease \$100,000 each accident**

**Bodily Injury by Accident/Disease \$100,000 each employee**

**Bodily Injury by Accident/Disease \$500,000 policy limit**

C. General Liability Insurance

The contractor shall procure and maintain General Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury

4. Broad Form Property Damage
5. Premises – Operations

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance with not less than **\$500,000** Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

**In the event the Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the contractor's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.**

E. Hold Harmless Agreement

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Contractor agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents or employees which arise out of any negligent act or omission of Contractor or any sub-contractor employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any sub-contractor employed by the Contractor or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Contractor further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

## APPENDIX C

# **CONTRACTOR'S DISCLOSURE FORM AND QUESTIONNAIRE**

## CONTRACTOR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor's officers, director's, affiliates and other employees, agents or representative of this form, the subject project, **FC-6006007926, Telecommunications Audit.**

For the purposes of this form, the term "affiliate" of any Contractor shall mean any person or entity which directly or indirectly controls or is controlled by, or is under common control with such Contractor. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Contractor, including their ownership interests and their anticipated role in the management and operations of said Contractor.

2. Please describe the general development of said Contractor's business during the past five (5) years, or such shorter period of time that said Contractor has been in business.
3. Please state whether any of the following events have occurred in the last five (5) years with respect to said Contractor. If any answer is yes, explain fully the following:
  - (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor;
  - (b) Whether Contractor was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) Whether said Contractor's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor which directly arose from activities conducted by the business unit or corporate division of said Contractor which submitted a bid or proposal for the subject project, if so please explain.



**Contractor's Disclosure Form and Questionnaire**  
**FC-6006007926 Telecommunications Audit**

4. Please state whether any employee, agent or representative of said Contractor who is or will be directly involved in the subject project has or had within the last five (5) years; (i) directly or indirectly had a business relationship with the City of Atlanta (the “**City**”), (ii) directly or indirectly received revenues from the City or (iii) directly or indirectly receives revenues from the result of conducting business on City property or pursuant to any contract with the City. Please describe any such relationship.
5. Please state whether any employee, agent or representative of said Contractor who is or will be directly involved in the subject project has or had within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with any elected or appointed City official or with any City employee, and fully describe such business relationship.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Contractor's most recent filings with the Securities and Exchange Commission (SEC) may be provided if they are responsive to certain items within the questionnaire). However, for purposes of clarity, Contractor should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by the City. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Contractors, joint venture partners and first-tier Subcontractors and/or Sub-consultants.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by the City can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

**Contractor's Disclosure Form and Questionnaire**  
**FC-6006007926 Telecommunications Audit**

Under penalty or perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Legal Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires \_\_\_\_\_  
(Date)